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9 Attorneys for Plaintiff

10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA  
12 OAKLAND DIVISION

14 UNITED STATES OF AMERICA, ) **No. CR 09-00573 SBA**  
15 Plaintiff, )  
16 v. ) **LIENHOLDER SETTLEMENT**  
17 FANG PING DING, WEI WEI LIANG (aka ) **AGREEMENT RE VANCOUVER GREEN**  
18 Xian Hui Liang and Wei Wei Shen), and BO ) **PROPERTY**  
19 SHEN, )  
Defendants. )  
\_\_\_\_\_ )

20 In full settlement and satisfaction of the petition filed on behalf of Citimortgage, Inc. (hereinafter  
21 “Lienholder”) to the defendant real property and improvements located at 1724 Vancouver Green,  
22 Fremont, California (hereinafter “the Vancouver Green property”), and further described as:

23 **Parcel 1: Lot 62, Tract 3952, filed September 14, 1978, Map Book 106, Pages 1**  
24 **through 5, inclusive and Amended Map filed March 30, 1979, Map Book 108, Pages**  
**97, 98 and 99, Alameda County Records.**

25 **Parcel 2: Easements for ingress, egress, utilities, maintenance, and repair of the**  
26 **common area and restricted exterior areas and enjoyment of the common areas as**  
**shown on the Map herein referred to.**

27 **Parcel 3: Exclusive easement over that common areas known as Lot 150, as shown**  
28 **on the Map herein referred to.**

Tax I.D.: 501-1813-033-00

1 Plaintiff, United States of America, and Lienholder, through undersigned counsel, hereby  
 2 stipulate and agree as follows:

3       1. On May 27, 2010, defendants, Fang Ping Ding, Wei Wei Liang (aka Xian Hui Liang and Wei  
 4 Wei Shen), and Bo Shen, (hereinafter “defendants”) were charged by superseding information with  
 5 violation of Title 18, States Code, Section 1592 (Unlawful Conduct Regarding  
 6 Documents in Furtherance of Forced Labor) and Title 8, States Code, Section 1324(a)(1)(A)(iii) and  
 7 (B)(I) (Harboring an Alien for Private Financial Gain). The superseding information also sought criminal  
 8 forfeiture, pursuant to Title 18, United States Code, Section 982 and 1594(d) of any property, real and  
 9 personal, that was used to facilitate, and was intended to be used to facilitate the commission of the  
 10 offense of which the person is convicted.

11       2. On November 1, 2010, defendant Fang Ping Ding pled guilty to violation of Title 18, United  
 12 States Code, Section 1592 (Unlawful Conduct Regarding Documents in Furtherance of Forced Labor);  
 13 and defendants Wei Wei Liang and Bo Shen pled guilty to violation of Title 8, United States Code,  
 14 Section 1324(a)(1)(A)(iii) and (B)(I) (Harboring an Alien for Private Financial Gain). The defendants  
 15 jointly agreed to forfeit \$346,000, which represents the equity value of the real property located at 685  
 16 Bogalusa Court, Fremont, California (hereinafter “Bogalusa property”), which was used to facilitate  
 17 violations of Title 8, United States Code, Section 1324 and Title 18, United States Code, Section 1592,  
 18 and thus subject to forfeiture under Title 18, United States Code, Sections 982(a)(6) and 1594(d) and (e).

19       3. In lieu of the forfeiture of the Bogalusa property, and in order to satisfy/partially satisfy the  
 20 \$346,000 money judgment, the defendants stipulated to the forfeiture of three parcels of real property to  
 21 the United States as substitute assets. One of these parcels of real property is the Vancouver Green  
 22 property, which is the property subject of this settlement agreement..

23       4. On January 28, 2011, this Court entered a Preliminary Order of Forfeiture, forfeiting, inter  
 24 alia, the Vancouver Green property to the United States.

25       5. Lienholder holds a valid lien against the Vancouver Green property evidenced by a  
 26 promissory note (hereinafter “Note”) dated March 5, 2004 (attached hereto as Exhibit 1), in the original  
 27 amount of \$152,000, and secured by a Deed of Trust which was recorded in the Official Records of the  
 28 County of Alameda, California on March 26, 2004, as at Instrument/File No. 2004-127841.

1       6. Lienholder is without knowledge or notice of whether, and had no reason to suspect that, the  
 2 Vancouver Green property was subject to forfeiture. Any violations of the federal laws subjecting the  
 3 Vancouver Green property to forfeiture occurred without the knowledge and consent of Bank.

4       7. Plaintiff recognizes Lienholder's claimed interest in the Vancouver Green property and  
 5 agrees that upon entry of a final Order of Forfeiture and sale of said property, Plaintiff will pay  
 6 Lienholder from the proceeds of sale, after payment of outstanding taxes, if any, and expenses of custody  
 7 and sale incurred by the government property custodian, the following:

- 8       a. unpaid principal due and owing under the Note; as of the filing of  
       BANK's petition, said amount was \$68,168.13.;
- 9       b. \$63.00 in fees and costs;
- 10      c. unpaid interest in the amount of \$255.63 due and owing under the Note through March 1,  
       2001;
- 11      d. unpaid interest due and owing under the Note at the rate of 4.5% from March 1, 2011,  
       until the time of payment.
- 12      e. Plaintiff shall reimburse Lienholder for taxes, insurance and any other third party fees  
       paid by Lienholder pending sale of the property.

15       8. Payment to Lienholder, as set forth in paragraph 7 above, shall be in full settlement and  
 16 satisfaction of any and all claims by Lienholder to the Vancouver Green property and all claims resulting  
 17 from the incidents or circumstances giving rise to this forfeiture action.

18       9. Upon payment as set forth above, Lienholder agrees to assign and convey its security interest  
 19 to the United States via recordable documents and to release and hold harmless the United States, and any  
 20 agents, servants, and employees of the United States (and any involved state or local law enforcement  
 21 agencies and their agents, servants, or employees), in their individual or official capacities, from any and  
 22 all claims by Lienholder and its agents that currently exist or that may arise as a result of the  
 23 Government's actions against and relating to the Vancouver Green property.

24       10. As a part of this settlement, Lienholder agrees not to pursue any other rights it may have  
 25 under the Note, including but not limited to any right to foreclose upon and sell the Vancouver Green  
 26 property and any right to assess additional interest or penalties.

27       11. Lienholder agrees to notify plaintiff promptly if it learns of any condition that might make an  
 28 interlocutory sale appropriate. Without limitation, Lienholder shall notify plaintiff at the end of the first  
       payment cycle in which a payment is not made by the debtor under the terms specified in the Note.

1 Lienholder further agrees to join in any motion by plaintiff for interlocutory sale of the property and any  
2 motions to remove occupants who fail to abide by the terms of an occupancy agreement.

3 12. Lienholder understands and agrees that by entering into this Agreement, it waives any rights  
4 to litigate further against the United States its interest in the Vancouver Green property and to petition for  
5 remission or mitigation of the forfeiture. If this Agreement is approved by the Court, then unless  
6 specifically directed by an order of the Court, Lienholder shall be excused and relieved from further  
7 participation in this action.

8 13. Lienholder agrees to execute further documents, to the extent necessary, to convey clear title  
9 to the property to the United States and to implement further the terms of this settlement.

10 14. The terms of this settlement agreement are contingent upon forfeiture of the Vancouver  
11 Green property to the United States and the Court's entry of a final Order of Forfeiture.

12 SO STIPULATED:

13  
14 DATED: 04/06/11

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15 ANDREW S. HUANG  
16 STEPHANIE M. HINDS  
17 Assistant United States Attorneys  
18 Attorneys for United States of America

19 DATED: 04/04/11

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20 STUART B. WOLFE, ESQ.  
21 JOSHUA M. BRYAN, ESQ.  
22 Attorneys for Petitioner  
23 CITIMORTGAGE, INC.

24 DATED: 04/04/11

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25 CITIMORTGAGE, INC.

26 IT IS SO ORDERED.

27 IT IS FURTHER HEREBY ORDERED THAT the April 19, 2011 hearing in this matter is  
28 VACATED.

DATED: 4/8/11

  
29 SAUNDRA B. ARMSTRONG  
30 UNITED STATES DISTRICT JUDGE